

12/08/09 9:30:47  
DK T BK 3,112 PG 51  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

Prepared by:  
Morris & Associates  
2309 Oliver Road  
Monroe, Louisiana 71201  
Telephone: 318-330-9020  
Emily Kaye Courteau Bar# 100570

*2d Nancy*  
Return To:  
Morris & Associates  
2309 Oliver Road  
Monroe, Louisiana 71201  
Telephone: 318-330-9020

Grantor:  
Deutsche Bank National Trust Company as Trustee for the holders of GSAMP 2002-HE2, Mortgage Pass  
Through Certificates, Series 2002-HE2  
4828 Loop Central Drive  
Houston, TX 77081-2226  
1-800-247-9727  
Grantee:  
Emily Kaye Courteau  
2309 Oliver Road  
Monroe LA 71201  
318-330-9020

Record  
2nd

Lot 332, Sec C, Lake Forest, Sec 25, T-1-S, R-9-W, Plat Book 12 pages 5-7, Desoto Co., MS

#### SUBSTITUTION OF TRUSTEE

STATE OF MISSISSIPPI  
COUNTY OF DeSoto

WHEREAS, on the 20th day of December, 2001 and acknowledged on the 20th day of December, 2001, Michael S Edgett aka Michael Edgett, a single man executed a Deed of Trust to Bridgeforth and Buntin, Trustee for the use and benefit of Diversified Capital Corporation of Tennessee beneficiary, which Deed of Trust is on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Deed of Trust Record at Book 1435 at Page 714; and

WHEREAS, the undersigned is the present holder and beneficiary of the Deed of Trust referenced to above; and

WHEREAS, under the terms of said Deed of Trust, the beneficiary or any assignee is authorized to appoint a Trustee in the place and stead of the original Trustee or any successor Trustee in said Deed of Trust; and

NOW, THEREFORE, the undersigned holder of said Deed of Trust does hereby appoint and substitute Emily Kaye Courteau, as Trustee, the said Emily Kaye Courteau, to have all rights, powers and privileges granted the Trustee in said Deed of Trust.

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid to convey title to said Foreclosed property to the SECRETARY OF VETERANS AFFAIRS, an officer of the United States of America, or the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, or whosoever the undersigned shall authorize. The statement in the Substitute Trustee's Deed that the undersigned has requested the transfer of its bid to Grantee(s) in the Substitute Trustee's Deed shall be binding on the undersigned and conclusive evidence in favor of the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute the same.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers on this 6 day of NOV, 2001.

Deutsche Bank National Trust Company as Trustee for the holders of GSAMP 2002-HE2, Mortgage Pass  
Through Certificates, Series 2002-HE2

BY:

F09-3198

tbd

*Denise Bailey*  
**Denise Bailey**

**Assistant Secretary**

*BY* **LITTON LOAN SERVICING LP**  
**ATTORNEY-IN-FACT**

STATE OF Texas  
COUNTY OF Harris

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Denise Bailey known personally to me to be the Assistant Secretary of the within named Deutsche Bank National Trust Company as Trustee for the holders of GSAMP 2002-HE2, Mortgage Pass Through Certificates, Series 2002-HE2 and that (s) he executed and delivered the within and foregoing instrument on the day and year therein mentioned for and on behalf of said corporation, and as its own act and deed for the purposes therein mentioned, having been first duly authorized so to do.

WITNESS my signature and official seal on this, the 6 day of NOV, 2009

*Karen Quiller*  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7-26-2010





- 1-750-1-1 03/11/2**

- a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
  - b. the preparation and issuance of statements of breach or non-performance;
  - c. the preparation and filing of notices of default and/or notices of sale;
  - d. the cancellation/rescission of notices of default and/or notices of sale;
  - e. the taking of deed in lieu of foreclosure; and
  - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e. above.
9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
- a. listing agreements;
  - b. purchase and sale agreements;
  - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
  - d. escrow instructions; and
  - e. any and all documents necessary to effect the transfer of property.
10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.

**SECRET**

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Master Servicer to the Trustee under the Agreement or (ii) be construed to grant the Special Sub-Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank National Trust Company, except as specifically provided for herein. If the Special Sub-Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company, then the Special Sub-Servicer shall promptly forward a copy of the same to the Trustee.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of September 8, 2006.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

This limited power of attorney is not intended to extend the powers granted to the Special Sub-Servicer under the Agreement or to allow the Special Sub-Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement.

The Special Sub-Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Special Sub-Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee under the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as <sup>OK T BK 3.112 PG 57</sup> Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this ~~2nd~~ <sup>1st</sup> day of March, 2007.

Deutsche Bank National Trust Company, as  
Trustee

By: \_\_\_\_\_  
Name: Ronaldo R. Reyes  
Title: Vice President

Witness: \_\_\_\_\_  
Name: Tim Avakian

Witness: \_\_\_\_\_  
Name: Erica Judd

Acknowledged and Agreed  
Litton Loan Servicing LP

By: Janice McClure  
Name: Janice McClure  
Title: Sr. Vice President



RECEIVED

STATE OF CALIFORNIA

COUNTY OF Orange County

On March 1, 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Ronaldo R. Reyes of Deutsche Bank National Trust Company, as Trustee, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.  
(SEAL)



Cindy Lai  
Notary Public, State of California

-RECEIVED- 03/01/07